

Exhibit A

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By using or otherwise accessing the Plex website, a Plex software, mobile, or web application(s), or any related Plex service(s) (collectively, the “Plex Solution”), you accept and agree to the following Terms of Service (this “TOS”). Plex GmbH (“Plex”) is willing to license and permit use of the Plex Solution subject at all times to agreement with this TOS. If you do not agree to this TOS, do not use the Plex Solution.

IMPORTANT NOTICE: THIS TOS CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION [BELOW](#). PLEASE READ CAREFULLY.

1. LICENSE.

Overview. For more information regarding the currently available Plex Solution, please click [here](#). The Plex Solution is provided pursuant to this TOS to individual persons (and not entities) residing in the countries or regions where Plex makes available its products and services.

General Plex Solution Grant. The Plex Solution is made available by Plex, and this TOS provides to you (identified herein as “you” or a “user” or with “your” (as further described below)) a personal (non-commercial), revocable, limited, non-exclusive, nontransferable, and non-sublicensable license to access and use the Plex Solution (by you and your Authorized Users (as defined below)) conditioned on your continued compliance with this TOS. You may print and download Plex materials and information from the Plex Solution solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in (or that are required to be displayed with) such materials and information and that you (or your Authorized User(s)) do not further distribute or disclose such materials and information. The content layout, formatting, and features (or functionality) of and online or remote access processes for the Plex Solution shall be as made available by Plex in its sole discretion. You also acknowledge and agree to the following: (i) Plex has the right to control and direct the means, manner, and method by which the Plex Solution is provided; (ii) Plex may, from time to time, engage independent contractors, consultants, or subcontractors to aid Plex in providing the Plex Solution or use thereof; and (iii) Plex has the right to provide the Plex Solution to others.

PMS Software Download(s). Plex may make downloadable software or a mobile application(s) available through or as a part of the Plex Solution for use in connection with your personal media management (“PMS Software”). The right to use the PMS Software is provided as a part of the grant (above) to use the Plex Solution in accordance with this TOS and subject to the following additional obligations. You may only use the PMS Software on a device or hardware that you own or control and as a part of your use of the Plex Solution or other Plex service. You hereby acknowledge that the PMS Software may include or allow integration with certain third-party executable modules that may be subject to additional license terms and conditions. References to the Plex Solution herein shall include the PMS Software and any integrated third-party executable module(s) that you utilize.

Interfacing Software. “Interfacing Software” means any software that you obtain or provide and that accesses or calls any PMS Software provided by Plex as part of the Plex Solution including, but not limited to, plug-ins for the Plex Solution, channel plug-ins, metadata agents, and client applications that communicate directly or indirectly with the Plex Solution. You are responsible and liable for any Interfacing Software, including any data collection that may be undertaken or occur through the Interfacing Software. Plex encourages the implementation and adherence of data collection and use practices substantially similar to those articulated in the privacy policy of Plex (identified below). By making, or assisting others in making, available any Interfacing Software, you hereby grant Plex a worldwide, non-exclusive, and royalty-free right and license to use (including testing, hosting, and linking to), copy, publicly perform, publicly display (including screenshots), reproduce in copies for distribution, market or promote (as a part of the Plex Solution or other services of Plex), and distribute the copies of any Interfacing Software (or its associated name). In connection therewith, you hereby agree to provide and include (or link to) a privacy notice summarizing practices consistent with the privacy policy of Plex noted below and include in the source code of the Interfacing Software a copyright notice of the form: Copyright © <year> <copyright holders>. Any data collection by Plex shall be in a manner consistent with Plex’s privacy policy (noted below). Subject to the inclusion by Plex of this notice (if first provided to Plex by you), you grant, and authorize Plex to grant on your behalf, if necessary, a license, free of charge, to any person obtaining a copy of the Interfacing Software and associated documentation files from Plex, to deal in the Interfacing Software without restriction, including, without limitation, the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Interfacing Software, and to permit persons to whom the Interfacing Software is furnished to do so. You represent and warrant that you have all rights necessary to make the foregoing grants, and you further agree that you will use and integrate the Interfacing Software in a manner consistent with acceptable use of the Plex Solution pursuant to this TOS. You may notify us (please click [here](#)) if you do not wish for Plex to use the Interfacing Software that was created by and is owned by you. Any such notification must include all requested information and representations (as indicated by Plex). Plex will comply with such a proper request and cease its own use of the Interfacing Software, but Plex must be granted a transition period of at least thirty (30) days after receipt of the request to comply. Plex, however, shall not be obligated to confirm removal or cessation of the Interfacing Software by you or others (including Authorized Users) outside its control.

Content Available Through the Plex Solution. In connection with the foregoing grant to use the Plex Solution, the Plex Solution allows you to view or otherwise access original Plex or third party Content. “Content” includes, but is not limited to, text, graphics, photos, sounds, audio, and videos in the form of, by way of example and not limitation, news reports, videos, and music. The availability of such Content may change and not all Content is available in all formats. Use of the Content is subject to the license grant for the Plex Solution, but in addition, shall remain non-transferable and may be subject to additional license grant terms set by the respective third party licensor(s). Third-party Content displayed or accessible through the Plex Solution is protected by copyright and other intellectual property law and belongs to the respective owner(s) or licensor(s). This TOS does not grant you the right to copy (further), distribute, prepare derivative works, publicly display, or otherwise use any Content. You are expressly prohibited from engaging in or facilitating the unauthorized sharing or distribution of Content.

Plex Solution Updates. Plex may, but is not obligated to, update the Plex Solution with updates, upgrades, enhancements, improvements, additions, new or incremental features or functionality of and generally made available through the Plex Solution (as determined by Plex in its sole discretion), or modifications that are provided as part of product support and any other support or

maintenance services that Plex provides as part of or otherwise in connection with the Plex Solution (collectively, "Plex Solution Updates"). In some instances, you may be required to consent to or to agree to use and implement an applicable Plex Solution Update in a timely manner, including, without limitation, as a means to protect the Plex Solution from unauthorized use, content, or data. If you decline a Plex Solution Update, you may not be able to use or access the Plex Solution (in whole or in part), and Plex shall have no responsibility or liability for any continued use. Unless otherwise indicated, references to the Plex Solution include any Plex Solution Updates.

Support. This TOS does not entitle you to any support or installation service (collectively, "Support"). Any such Support that may be made available by Plex, in its sole discretion, shall be subject to separate terms and conditions with Plex.

Authorized User(s). Subject to any third party license restrictions for applicable Content, you may enable members of your immediate family, for whom you will be responsible (each, an "Authorized User(s)"), to access and use the Plex Solution so long as all such use remains in compliance with this TOS. Nevertheless, you acknowledge and agree that you shall be responsible for monitoring your own and your Authorized User(s)'s use of the Plex Solution and for maintaining compliance with this TOS and any third party license restrictions for applicable Content. Any breach of this TOS by an Authorized User(s) shall constitute a breach by you. Unless otherwise indicated, references to "you" or "your" throughout this TOS therefore mean you, your Authorized User(s), and the person or entity named on your account with Plex.

Restrictions. This TOS is only a license and not an assignment or sale. Plex transfers no ownership or intellectual property interest or title in and to the Plex Solution to you or anyone else. Plex expressly prohibits third parties from selling or purchasing access to the Plex Solution or to any other service that makes improper and unauthorized use of the Plex Solution in violation of these TOS. Further, Plex reserves all rights not expressly granted by this TOS. Accordingly, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense (other than to an Authorized User(s)), transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein (or by Plex) the Plex Solution. In particular, and without limitation of the foregoing, there is no right to distribute further the PMS Software to the public or in excess of the limited license (above). Moreover, this TOS does not grant any right to modify the PMS Software or provide a right or license in or to any third-party executable module(s) or accessible content beyond the limited and express grant herein.

2. USER OBLIGATIONS.

Generally. You represent that you are at least eighteen (18) years of age (or the legal age of majority, whichever is greater) and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on or through the Plex Solution, including, without limitation, when you provide information via a Plex Solution registration, account, or submission form. You are responsible for completing any registration(s) or account requirements for access to applicable third party Content available through the Plex Solution. Individuals under the age of eighteen (18) (or the applicable age of majority) may utilize the Plex Solution only with the involvement and acceptance of (this TOS by) a parent or legal guardian and then solely as an Authorized User under a parent or legal guardian's account. You further represent that you (or the person agreeing to, accepting, or acting under this TOS) are authorized to act on behalf of the

person or entity named on the account with Plex. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Plex Solution. In particular, you may not take any action that will infringe on the intellectual property rights of Plex or any other third party. If you violate this TOS, Plex has sole discretion to suspend or permanently disable your access to the Plex Solution, and we may permanently disable or delete your account or prohibit you from creating a new account. You acknowledge that unauthorized use of copyrighted content of others may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement. You also acknowledge and agree that use of the Internet and the Plex Solution is solely at your own risk. You further understand that by using the Plex Solution you may encounter content that you may find offensive, indecent, or objectionable. You assume all responsibility for obtaining and paying for all licenses and costs for third-party software and hardware necessary for access to the Plex Solution, and for maintaining and backing-up your content and data.

User Account. You may be required to provide certain personal information necessary to create an account with Plex. You may be required to create login credentials, such as a username and password, or adhere to other particular access requirements as designated by Plex in its sole discretion from time to time. You are solely responsible for the activity that occurs on your account and agree to keep your login credentials confidential and secure. You acknowledge that Plex may not provide controls that restrict the maturity level of content available through the Plex Solution. If you allow your child (under the age of 18 or the legal age of majority, whichever is greater) to access your Plex account, you are solely responsible for monitoring your child's use of the Plex Solution and determining what maturity level is appropriate for or accessible to your child. You shall immediately notify Plex if you suspect or become aware of any loss or theft of or unauthorized use of your access credentials.

Content and Acceptable Use. The Plex Solution enables you to access content, data, communication, and other interactive features and functionality (with such uploaded, downloaded, shared, or exchanged information or content referenced collectively herein as a "User Content"). Distribution of User Content may be subject to third-party rights. You agree that by using the Plex Solution you will not upload, post, display, or transmit any of the following:

- anything which defames, harasses, threatens, offends, or in any way violates or infringes on the rights (including, without limitation, patents, copyrights, or trademark rights) of others;
- anything which may damage, lessen, or harm the goodwill or reputation of Plex and its services;
- anything which involves the impersonation of any other person or entity;
- anything which constitutes viral or harmful programming code, files, or software;
- anything which constitutes junk mail, spam, or unauthorized advertising; or
- anything which is unlawful.

Plex reserves the right to establish additional practices, parameters, and limits in its sole discretion concerning the display or availability of any User Content. Further, Plex shall not have any obligation to incorporate or utilize any User Content that does not correspond to or meet Plex's technical or usage practices, parameters, and limits.

Permission to User Content. You continue to retain any ownership rights you have in the User

Content you make available to Plex and/or the Plex Solution. However, by submitting or making available any type of User Content, you automatically and hereby grant to Plex a royalty-free, transferable, sub-licensable and non-exclusive right and license to use or act on any such User Content in furtherance of and in connection with the operation of the Plex Solution. The rights you grant are limited to the purpose of providing and operating the Plex Solution. You specifically acknowledge that the Plex Solution facilitates distribution of the User Content, and as a part of the foregoing grant, you permit any user with whom you share content a non-exclusive license to access and use the User Content through the Plex Solution as permitted through the functionality of the Plex Solution. You represent that you have all necessary rights to make the foregoing grants and to otherwise make User Content(s) available to Plex and for (and through) the Plex Solution.

No Pre-screening; Removal. Plex is not responsible for pre-screening or editing your or any other user's User Content, support forum posts, or any other communications and encourages all of its users to use reasonable discretion and caution in evaluating or reviewing any such content or communications. Moreover, Plex does not endorse, oppose, or edit any opinion or information provided by you or another user (unless separately and expressly provided by Plex) and does not make any representation with respect to, nor does it endorse the accuracy, integrity, quality, acceptability, completeness, timeliness, lawfulness, suitability, or reliability of any User Content or communications displayed, uploaded, or distributed by you or any other user. You also acknowledge that Plex has no control over the extent to which any idea, content, or information may be used by any party or person once it's posted, shared, or displayed. Nevertheless, Plex reserves the right to take any action within its control with respect to User Content (or parts thereof), support forum posts, or any other communications that Plex reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce this TOS, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; (v) protect the rights, property, or safety of Plex, its users, or the public; or (vi) address any act or omission that Plex believes in good faith violates this TOS and/or is, or is potentially, unlawful or harmful to Plex, its services, or goodwill.

Enforcing Security. You may not use the Plex Solution or any of Plex's data, systems, network, or services to engage in, foster, or promote illegal, abusive, dishonest, malicious, or irresponsible behavior, including, without limitation, accessing or using Plex data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of a Plex system or network, circumventing any Plex security or authentication measures, monitoring Plex data or traffic, interfering with any Plex services, collecting or using from the Plex Solution email addresses, screen names, or other identifiers, collecting or using from the Plex Solution information without the consent of the owner or licensor, using any false, misleading, or deceptive TCP-IP packet header information, using the Plex Solution to distribute software or tools that gather information, distributing advertisements, or engaging in conduct that it likely to result in retaliation against Plex or its data, systems, or network. Actual or attempted unauthorized use of the Plex Solution may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Plex reserves the right to view, monitor, and record activity through the Plex Solution without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity through the Plex Solution as well as to disclosures required by or under applicable law or related government agency actions. Plex will also comply with all court orders or subpoenas involving requests for such information. In addition to the foregoing, Plex reserves the right to, at

Mobile Usage. The Plex Solution offers a tool(s) or display functionality that is available to you via your mobile phone or other mobile computing device ("Mobile Plex Solution(s)"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Plex Solution(s). In addition, downloading, installing, or using certain Mobile Plex Solution(s) may be prohibited or restricted by your mobile carrier, and not all Mobile Plex Solution(s) may work with all carriers or devices or in all locations. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Plex Solution(s) are available for your mobile devices; what restrictions, if any, may be applicable to your use of the Mobile Plex Solution(s); and how much such use will cost you. Nevertheless, your use of the Plex Solution shall be strictly in accordance with this TOS.

Feedback. Plex welcomes your feedback and suggestions about Plex's products or services or with respect to how to improve the Plex Solution. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to Plex, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to Plex and enable Plex to use such Feedback. In addition, any Feedback received by Plex will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license from you for Plex to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist therein, and you hereby waive any claim to the contrary.

3. SUBSCRIPTIONS & RENTALS.

Plex currently offers access to the Plex Solution at no cost. However, Plex may make available through fee-based subscriptions, rentals, or other transactional offering(s), Content and functionality that is not available in the free version of the Plex Solution. Click [here](#) for more information on subscription offerings. All subscriptions and rentals are subject to additional terms and conditions which are incorporated in this TOS and can be accessed [here](#).

4. PRIVACY POLICY.

Please see Plex's [Privacy Policy](#) for a summary of how Plex collects, uses, and shares personal data. Plex is not responsible for your use of Interfacing Software or any data collection or related usage practices associated with your operation or maintenance of any Interfacing Software.

5. THIRD-PARTY CONTENT, WEBSITES, AND PLATFORMS.

Third-party Content. Third-party content displayed or accessible through the Plex Solution is protected by copyright and other intellectual property law and belongs to the respective owner. Use of the third-party content is subject to the terms of use of the third party providing such content. This TOS does not grant you the right to copy, distribute, prepare derivative works, publicly display, or otherwise use any third-party content. You are expressly prohibited from engaging in or facilitating the unauthorized sharing or distribution of third-party content.

Links to Other Sites or Applications. Plex may provide links, in its sole discretion, to other sites or applications on the Internet, including to the Plex Store. Such other sites are maintained by third parties over which Plex exercises no control. These links do not imply an endorsement with respect to any third party or any third-party web site or the information, products, or services provided by any third party. Plex encourages review of the applicable terms, conditions or notices governing use of these third party sites or applications.

Third-party Platforms and Networks. Certain features allow you to synchronize your content across third-party platforms and networks. These features will enhance the performance of the Plex Solution and allow you to better integrate and harmonize the Plex Solution with information stored on or used with third-party networks. Using this functionality typically requires you to login to your account on the third-party service, and you do so at your own risk. You should always review, and if necessary, adjust your privacy settings on these networks and platforms before linking or connecting them to the Plex Solution. You expressly acknowledge and agree that Plex is in no way responsible or liable for any such third-party services or features.

Additional Terms and Conditions. Additional notices, terms, and conditions may apply to certain subscription arrangements (including sign-up or registration), Plex products, solutions, or services, receipt of (or access to) certain content, participation in a particular program, and/or to specific portions or features of the Plex Solution. Without limitation of the foregoing, you hereby agree that (a) this TOS operates in addition to any terms of use imposed or required by any digital download platform from which you download the Plex Solution ("App Provider Terms"); and (b) the terms of this TOS supplement and do not alter or amend any such App Provider Terms.

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Confidentiality. You acknowledge and agree that the Plex Solution contains confidential or nonpublic information that is the trade secret(s) of Plex and/or its licensors (the "Confidential Information"). You agree to secure and protect the confidentiality of the Confidential Information of Plex (and/or its licensors) in a manner consistent with the maintenance of Plex's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this TOS.

7. REPRESENTATIONS, DISCLAIMERS, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

Representations and Warranties. You represent and warrant that (i) the person accepting this TOS

has the legal authority to bind the named person on the account, and (ii) he or she has the right, power, and authority to (a) enter into this TOS, (b) make the respective and applicable representations and warranties contained herein, and (c) commit to and perform the respective duties, obligations, and covenants set forth hereunder.

Warranty Disclaimer. THE PLEX SOLUTION IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. PLEX MAY MAKE MODIFICATIONS AND/OR CHANGES IN THE PLEX SOLUTION AT ANY TIME AND FOR ANY REASON. OTHER THAN THE RIGHT TO FULFILL ITS OBLIGATIONS UNDER THIS TOS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF INTERFERENCE WITH ENJOYMENT OF INFORMATION, SECURITY, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, YOU ACKNOWLEDGE AND AGREE THAT PLEX DOES NOT WARRANT THAT THE PLEX SOLUTION WILL OPERATE FREE OF VIRUSES, MALWARE, OR HARMFUL PROGRAMMING SOFTWARE (OR CODE), ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS OR MEET ANY LEGAL, TECHNICAL, OR CERTIFICATION STANDARD. BECAUSE THE PLEX SOLUTION IS BASED ON YOUR CONTENT AND DATA, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PLEX SOLUTION IS WITH YOU. IF THIS DISCLAIMER OF WARRANTY IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION IN ANY MANNER, THEN ALL EXPRESS AND/OR IMPLIED WARRANTIES MANDATED BY SUCH COURT SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE COMMENCEMENT OF THE INITIAL PERIOD FOR THE PLEX SOLUTION AND NO WARRANTIES SHALL APPLY AFTER THIS THIRTY (30) DAY PERIOD.

Limitation of Liability. YOU EXPRESSLY ABSOLVE AND RELEASE PLEX FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND PLEX'S CONTROL, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE CAUSED BY HARDWARE, FILES, SYSTEMS, SOFTWARE, SERVICES, OR NETWORKS OUTSIDE THE CONTROL OF PLEX. PLEX IS NOT RESPONSIBLE OR LIABLE FOR YOUR OR ANY OTHER PERSON'S USE OF ANY INTERFACING SOFTWARE (OUTSIDE ITS CONTROL). MOREOVER, ALL USER CONTENT (OR OTHER DATA OR CONTENT) YOU ACCESS THROUGH THE PLEX SOLUTION IS AT YOUR OWN RISK. IN CONNECTION THEREWITH, YOU SPECIFICALLY ACKNOWLEDGE THAT PLEX SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE (OR DELAY IN USE) OF OR FAILURE TO STORE ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLEX SOLUTION AND SHALL NOT BE LIABLE FOR ANY USE OF ANY USER CONTENT BY OTHERS, INCLUDING YOUR AUTHORIZED USERS. MOREOVER, IN NO EVENT SHALL PLEX BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLEX SOLUTION OR WITH THE DELAY OR INABILITY TO USE THE PLEX SOLUTION, EVEN IF PLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, YOUR ABILITY TO RECOVER FROM PLEX FOR BREACH OF THIS TOS, THE PRIVACY POLICY, OR FOR ANY OTHER REASON RELATED TO OR ARISING OUT OF YOUR USE OF THE PLEX SOLUTION SHALL BE STRICTLY LIMITED TO PAYMENT OF EITHER AN AMOUNT NOT TO EXCEED \$100 OR THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO PLEX DURING THE PAST THREE MONTHS IN CONNECTION WITH YOUR INDIVIDUAL USE OF THE PLEX SOLUTION, WHICHEVER IS GREATER.

Indemnification. You agree to indemnify, defend, and hold Plex (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities, including, without limitation, attorneys' fees, arising out of or related in any manner to your breach or alleged breach of this TOS, your Interfacing Software, or for any violation or alleged violation of the rights (including, without limitation, patents, copyrights, or trademark rights) of any other person or entity by your User Content.

8. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

Arbitration. You agree that all disputes between you and Plex (whether or not such dispute involves a third party) with regard to your relationship with Plex, including, without limitation, disputes related to this TOS, your use of the Plex Solution, and/or rights of privacy and/or publicity (whether pursuant to federal or state statute or the common law), will be resolved by binding, individual arbitration. Without limiting Plex's right to seek injunctive or other equitable relief (as set forth below), any disputes arising with respect to this TOS between you and Plex ("parties") shall be referred to an arbitrator affiliated with the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the parties shall each select an arbitrator affiliated with JAMS, which arbitrators shall jointly select a third such arbitrator to resolve the dispute, whose fees will be shared equally by the parties (unless the prevailing party is entitled to recover their costs associated with the arbitration). Arbitration shall be conducted under the rules then prevailing of JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties specifically incorporate the terms of California Code of Civil Procedure Section 1283.05 with respect to discovery. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The arbitration proceeding shall be carried on and heard in Santa Clara County, California using the English language. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and reasonable attorneys' fees from the other party. You may bring claims only on your own behalf. Neither you nor Plex will participate in a class-wide arbitration for any claims covered by this TOS. This dispute resolution provision will be governed by the Federal Arbitration Act.

Class Action Waiver. You and Plex agree to only bring claims arising from this TOS on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless you and Plex agree otherwise, more than one person's or party's claims may not be consolidated. You and Plex agree that relief (including monetary, injunctive, and declaratory relief) may be awarded only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

9. GENERAL INFORMATION

Choice of Law and Forum. The Plex Solution is controlled and operated by Plex from its offices within the United States. This TOS has been made in and will be construed and enforced in accordance with the laws of the State of California as applied to agreements entered into and completely performed in the State of California. You access and use the Plex Solution on your own volition and are responsible for compliance with all applicable laws with respect to your access and use of the Plex Solution. Additionally, Plex's headquarters are located in the United States. Please be aware that information you provide to Plex, or that Plex obtains as a result of your use of the

Plex Solution, may be processed and transferred to the United States and be subject to United States law. Subject to the foregoing arbitration right, any action to enforce this TOS will be brought in the courts presiding in the Superior Court of Santa Clara County and the United States District Court for the Northern District of California, and all parties to this TOS expressly agree to be subject to the jurisdiction of such courts. You and Plex waive trial by jury. Moreover, you may bring claims only on your own behalf. Neither you nor Plex will participate in a class action or class-wide arbitration for any claims covered by this TOS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Plex is a party to the proceeding.

Export Control Compliance. You represent and warrant that you are not (a) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) listed on any U.S. Government list of prohibited or restricted parties. You hereby agree that (i) you will comply with all applicable Sanctions and Export Control Laws, (ii) you are solely responsible for ensuring that the Plex Solution is used, disclosed, and/or transported only in accordance with all applicable Sanctions and Export Control Laws, and (iii) you will not re-export or transfer the Plex Solution, in any form, directly or indirectly, to any person or entity based in Cuba, Iran, Syria, Sudan, South Sudan, or North Korea.

Injunctive Relief. You acknowledge that any breach, threatened or actual, of this TOS, including, without limitation, unauthorized use of Plex proprietary assets, will cause irreparable injury to Plex, and such injury would not be quantifiable in monetary damages, and Plex would not have an adequate remedy at law. You therefore agree that Plex shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOS. Accordingly, you hereby waive any requirement that Plex post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Plex to enforce any provision of this TOS.

Term and Termination. This TOS will take effect (or re-take effect) at the (and each) time you begin installing, accessing, or using the Plex Solution, WHICHEVER IS EARLIEST, and is effective until terminated as set forth below. Plex reserves the right to terminate this TOS at any time on reasonable grounds, which shall specifically include, without limitation, discontinuation of the Plex Solution (or related services) as an offering of the Plex business, nonpayment, termination of account, fraudulent or unlawful activity, or actions or omissions that violate this TOS, subject to the survival rights of certain provisions identified below. In addition, Plex shall have the right to take appropriate administrative and/or legal action in the event of breach or (alleged) criminal activity, including alerting legal authorities, as it deems necessary in its sole discretion. You may also terminate this TOS at any time by providing Plex with notice of cancellation, but all applicable provisions of this TOS will survive termination, as identified below. You may close your account by clicking [here](#). Upon termination and in accordance with law, your right to access and use the Plex Solution shall cease (regardless of the subscription period) and you must immediately destroy all copies of any aspect of the Plex Solution in your possession. Termination shall result in deactivation or deletion of your account with Plex. The following provisions will survive the termination of this TOS for any reason: License (Content Available Through the Plex Solution, Restrictions); User Obligations (Permission to User Content, Enforcing Security, Feedback); Third Party Content, Websites, and Platforms (Additional Terms and Conditions); Proprietary Rights and Confidentiality (all sections); Representations, Disclaimers, Limitation of Liability, and Indemnification (all sections); Arbitration Agreement and Class Action Waiver (all sections);

General Information (Choice of Law and Forum, Injunctive Relief, Term and Termination, Waiver & Severability, Entire Agreement and Updates). Further, Plex shall not be responsible for any damage that may result or arise out of termination of this TOS.

Waiver & Severability. Failure to insist on strict performance of any of the terms and conditions of this TOS will not operate as a waiver of any subsequent default or failure of performance. No waiver by Plex of any right under this TOS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers, venue, claim, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable, provision that most clearly matches the intent of the original provision and the remainder of this TOS shall continue in effect.

Entire Agreement and Updates. No joint venture, partnership, employment, or agency relationship exists between you and Plex as a result of this TOS or your utilization of the Plex Solution, and you do not have any authority of any kind to bind Plex in any respect whatsoever. This TOS represents the entire agreement between you and Plex with respect to your individual use of the Plex Solution. This TOS is not assignable, transferable, or sub-licensable by you except with Plex's prior written consent. Plex may transfer, assign, or delegate this TOS and its rights and obligations without consent. Please note that Plex reserves the right to change the terms and conditions of this TOS and the terms and conditions under which the Plex Solution and its offerings are extended to you by posting online a revised TOS or e-mailing notice thereof to you. In addition, Plex may add, modify, or delete any aspect, program, functionality, or feature of the Plex Solution. Your continued use of the Plex Solution following any addition, modification, or deletion will be conclusively deemed acceptance of any change to the terms and conditions of this TOS. Accordingly, please review this TOS found at this location on a periodic basis.

Notices. Any communication(s) or notice (and any related materials or information) to be sent pursuant to this TOS shall be in the English language and shall be deemed provided: (a) to the email address designated by you; or (b) by posting to the Plex Solution. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. You further agree that any notices, agreements, disclosures, or other communications that Plex sends you electronically (using the contact information you provide through the Plex Solution) will satisfy any legal communication requirements.

Contact. If you have questions regarding the Plex Solution or if you are interested in obtaining more information concerning Plex or its products, services, or solutions, please [contact Plex](#).